

U.S. GOVERNMENT PRINTING OFFICE
New Orleans, Louisiana

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

NFC NEWSLETTER

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Agriculture
National Finance Center
New Orleans, Louisiana

Single Award

CONTRACT TERM: The term of this contract is for the period beginning October 1, 2000 and ending September 30, 2001, with an option for an additional 2 years beginning October 1, 2001 and October 1, 2002.

BID OPENING DATE: Bids shall be publicly opened at 11 a.m., prevailing New Orleans, Louisiana time, on September 15, 2000, at 423 Canal Street, Room 310, New Orleans, Louisiana, 70130.

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS WHICH DIFFER
SIGNIFICANTLY FROM THE PREVIOUS CONTRACT:**

1. Contract Contains Language for 2 Additional Option Years.....PAGES 1 and 2
2. Economic Price Adjustment.....PAGE 2
3. Inspection Samples Required.....PAGE 8

Additional lesser changes are scattered throughout.

For information of a technical nature call Mr. G.J. Finnegan at (504) 589-2538.
(No collect calls).

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 5-99)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

REGULATIONS GOVERNING PROCUREMENT: The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation, which are specifically incorporated by reference into this solicitation, are applicable.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

OPTION TO EXTEND THE CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this clause. The duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

RECOVERED MATERIALS PROGRAM: The Government Printing Office is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

Recovered materials shall mean "recovered fiber" or "postconsumer recovered fiber". However, when used in conjunction with the cotton/linen content of paper, "recovered fiber" means a postconsumer fiber and "recovered material," means a preconsumer fiber.

By submission of a bid or offer, or by substantial performance on a small purchase, the offeror certifies that the paper to be supplied contains at least the minimum percentage of recovered materials in the paper products as specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

When the use of recovered materials is specified, the contractor shall maintain manufacturer/mill accounting and record summaries on the fiber weight content used as feed stock, for the purposes of Government audit, that will verify (a) the contractor's certification of the minimum percentage of recovered materials used in the performance of the contract, (b) that the paper and paper products are in compliance with the specification requirements, and (c) the paper is manufactured in accordance with the Environmental Protection Agency (EPA) Paper Products Recovered Materials Advisory Notice (61 FR 26985, May 29, 1996) whether the products are manufactured by the contractor or another paper mill. The contractor, if not the manufacturer, shall obtain this information from the paper manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract. Nothing in this clause shall excuse the contractor from furnishing the specified paper.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

| Attribute | Specified Standard |
|--|---------------------|
| P-7. Type Quality and Uniformity | Camera Copy |
| P-8. Halftone Match (Single and Double Impression) | Camera Copy |
| P-9. Solid and Screen Tint Color Match | Pantone Color Match |

NOTE: This replacement ANSI specification is available for purchase from the American national Standards Institute, 11 West 42nd Street, New York, new Your, 10036, (212) 642-4900. The purchase price is \$50.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. An individual "print order" will supplement the purchase order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401.

PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT): Public Law 104-134 of April 26, 1996, requires that Federal agencies convert from making payment by check to paying by electronic funds transfer (EFT). Accordingly, the U.S. Government Printing Office (GPO) intends to issue payment by EFT under any contract or purchase order resulting from this solicitation, unless a contractor certifies that it does not have an account with a financial institution or authorized payment agent.

Contractors who do not have an account with a financial institution or authorized payment agent must certify this in writing to the Public Printer of the United States, and submit this statement to the attention of the Assistant Comptroller at the address below. In accordance with Public Law 104-134, these certifications will automatically terminate on January 1, 1999, after which time all contractors will be paid through EFT.

To arrange for EFT payment, contractors must complete a Standard Form 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form) and submit it to the U.S. Government Printing Office, Procurement Accounting Division, Stop FMC, Washington, DC 20401. SF-3881 is available by calling 202-512-0800 or toll free 1-800-245-5476 or by fax request to 202-512-1410. A new SF-3881 should be submitted for changes in company or financial institution information. Contractors already registered for EFT with the GPO need not reapply.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **October 1, 2000** through **September 30, 2001**. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract; if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders, which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

DELIVERY / SHIPPING STATUS INFORMATION: The contractor is to use the GPO furnished form to report the delivery/shipping status on each order. The form is to be reproduced as needed by the contractor. This information **MUST BE FURNISHED** to GPO – New Orleans on each order. The information as contained on this form is to be faxed to (504) 589-2542 or 589-3013 or called to (504) 589-2538. **NO COLLECT CALLS.**

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of a saddle stitched newsletter requiring such operations as copy pick up, proofing, film making, printing, binding, packing and delivery.

FREQUENCY OF ORDERS: The ordering agency estimates that approximately 4 orders may be placed over the term of the contract.

QUANTITY: Approximately 2,000 to 5,000 copies per order with an average of 2,800 copies per order.

NUMBER OF PAGES: It is anticipated that 1 order will consist of 12 pages; 1 order of 16 pages; 1 order of 20 pages and 1 order of 24 pages.

TRIM SIZE: 8½ x 11 inches.

GOVERNMENT TO FURNISH: Camera copy consisting of text matter, line art, overlays and blockouts for illustrations (copy is not color separated. Contractor must make all color separations as necessary.).

Black and white and/or color photos to be reproduced at various focuses.

GPO Form 2511 (Print Order).

NOTE: Some furnished photos may be previously printed halftones; the contractor is to take care that an objectionable moiré will not be produced.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in the electronic files or camera copy, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

FILMS: The contractor must make all films required. All halftones are to be 133-line screen or finer.

Films may be destroyed 30 days after delivery of the finished product, except those ordered held for reuse in subsequent orders.

Halftones/illustrations may range in size from 1 x 1" to 8½ x 11 inches. The contractor will be required to underlay 1 flat-tone screen per issue.

PROOFS: 3 sets of page proofs are required. 2 sets are to be delivered to the ordering agency and 1 set to GPO – New Orleans. One set of proofs, as finally approved by the agency will be retained by the agency. The proofs must have all elements in their proper position.

The contractor will be responsible for performing all necessary proofreading to insure that the proofs are in conformity with the copy submitted. All proofs must be collated in sets, numbered sequentially, and have a 25 mm (one-inch) clear margin on all sides. Proofs must be identified with the jacket number and proof date, at least 13 mm (½ inch) from the type area. The contractor's firm name must not appear on any proofs.

Proofs must be uniform in size and contain a single page to a sheet. Illustrations must be composited (not pasted) in position.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP color sample(s) and/or Pantone number(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s) and/or Pantone number(s) specified.

White Matte Coated Offset Book, basis weight: 70 lbs per 500 sheets, 25 x 38"), equal to JCP Code A240.

PRINTING: Clear, sharp printing is required.

Print text head-to-head in black or a color other than black plus an two additional colors of ink. Match Pantone number as indicated on the print order.

NOTE: Most pages are expected to print in 3 colors.

NOTE: An occasional order may require that the same portion(s) of the furnished material be screened (normally cover 1) at various screen values, and print in two colors plus a base black so the two overprinted colors, in conjunction with the various screen values, can create various shades and color contrasts.

INK: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heatset ink, 10 percent. High quality color process printing on high-speed heat set presses is excepted when slow drying time significantly increases production costs.

MARGINS: Head 3 picas; left 3 picas. Cover 1 usually bleeds 3 sides and prints to the bind.

BINDING: Side-wire stitch in two places and trim three sides.

Perfect-bind text and wraparound cover; trim three sides.

PACKING: Pack in shipping containers (maximum gross 20 pounds).

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open nor split when processed through the U.S. mail system or a small package carrier delivery system.

DISTRIBUTION: Deliver f.o.b. destination to the USDA, National Finance Center, Building 350, MAF, Post J-8, Attn: L. Brooks, 13800 Gentilly Road, New Orleans, Louisiana, 70129.

INSIDE DELIVERY: Inside delivery to room number specified is required.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

These copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing as evidence of mailing.

These samples cannot be deducted from the total quantity ordered. The GPO jacket number shall identify the package or envelope containing the samples. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

| <u>Quantity Ordered</u> | <u>Number of Sublots</u> |
|-----------------------------|------------------------------|
| 500 - 3,200 | 50 |
| 3,201 - 10,000 | 80 |

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the USDA, National Finance Center, Building 350, MAF, Post J-8, Attn: L. Brooks, 13800 Gentilly Road, New Orleans, Louisiana, 70129.

A copy of the print order/specification and a signed Government-furnished certificate of selection, must be included.

INSPECTION SAMPLES: 2 samples, as soon as completed, shall be sent for inspection to the U.S. Government Printing Office, Satellite Printing Procurement Office, U.S. Customs Building, Room 310, 423 Canal Street, New Orleans, LA 70130-2352, Attn: Inspection Samples.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material must be picked up from and delivered to the USDA, National Finance Center, Building 350, MAF, Post J-8, Attn: L. Brooks, 13800 Gentilly Road, New Orleans, Louisiana, 70129. The furnished material will be available for pickup 1 hour after notification.

The following schedule begins the workday after notification of the availability of print order and furnished material.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

| | <u>WD After</u> |
|-------------------------------|-----------------|
| Contractor submit proofs..... | 2 |
| Contractor pickup proofs..... | 1 |
| Complete delivery..... | 2 |

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified.

RECEIPT FOR DELIVERY: The contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program and print order numbers; total quantity delivered, number of cartons and quantity per carton; date of delivery made; and signature of the Government agent accepting delivery. **The contractor must be able to produce a separate signed receipt for these products at any time during the contract.** The original copy of this receipt must accompany the contractor's voucher for payment.

RETURN OF GOVERNMENT FURNISHED PROPERTY: The contractor must return all Government Furnished Material (GFM) together with one printed sample of the job to the address as listed on the print order.

These products must be separately packaged, clearly identified, and delivered with the entire job. **The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.**

All expenses incidental to returning GFM and furnishing sample copies must be borne by the contractor.

| | |
|--|---|
| Firm's Name Address City, State Zip Code | Postage |
| <input type="checkbox"/> Bid Enclosed <input type="checkbox"/> No Bid | US Government Printing Office 423 Canal Street, Room 310 New Orleans, LA 70130-2341 |
| Program Number Bid Opening Date | |

The envelope used to forward your bid must include the information as shown above.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce the orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

| | | |
|---------|-----|-----|
| I. | (1) | (2) |
| (a) | 56 | 157 |
| (b) | 16 | 45 |
| II. (a) | 72 | |
| (b) | 15 | |
| (c) | 95 | |
| (d) | 4 | |
| (e) | 8 | |

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

GPO Form 910

BID

All bids are subject to: (I) GPO Contract Terms (Pub. 310.2); (ii) representations and certifications (on reverse) which are enclosed or incorporated herein by reference. Check or complete all applicable boxes of representations and certifications printed on reverse of this form. Also representations and certifications in GPO Contract terms (pub. 310.2). Attach all required certifications to this bid form.

Shipment(s) will be made from: City: _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

OR

JACKET NO. _____

BID _____

ADDITIONAL _____ RATE _____

Discounts are offered for payment as follows: _____ percent, _____ calendar days. See Article 9 "Discounts of Solicitation Provisions in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

Company _____

Address _____

City _____, State _____ ZIP _____

GPO Contractor Code (if known) _____

Telephone Number _____

PERSON AUTHORIZED TO BID

Name _____

Title _____

Signature _____

Date _____

Facsimile Number _____

Contracting Officer Review _____
Initials Date

Certifier _____
Initials Date

RETURN THIS FORM IN DUPLICATE

REPRESENTATIONS (Check or complete all applicable boxes or blocks.) The bidder represents as part of the bid that:

R-1. Small Business. Bidder ☐ is, ☐ is not, a small business concern.

R-2. Small Disadvantaged Business. Bidder ☐ is, ☐ is not, a small disadvantaged business concern.

R-3. Woman-Owned Small Business. Bidder ☐ is, ☐ is not, a woman-owned small business concern. See definitions in "Solicitation Provisions" of GPO Contract Terms (Pub. 310.2).

CERTIFICATION - By submission of the bid, bidder certifies, unless otherwise stated, that:

C-1. Regular Dealer-Manufacturer. (Applicable only to supply contracts exceeding \$10,000.) Bidder is a regular dealer in, or manufacturer of, the supplies offered, as defined in Title 41, CFR Part 50-201.

C-2. Contingent Fee

(a) Bidder has not employees or retained any company or persons (other than full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) has not paid or agreed to pay any company or person (other than a bona fide employee working solely for the bidder) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 48, Subpart 3.4.)

C-3. Buy American Certification.

Each end product, except those listed below, is a domestic end product (as defined in article 36 "Buy American Act" of Contract Clauses in GPO Contract Terms (Pub. 310.2)) and that compounds of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

| Excluded end products | Country of Origin |
|-----------------------|-------------------|
| | |
| | |
| | |

C-4. Cleans Air and Water. (Applicable if the bid or offer exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(C)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-5. Certification of Independent Price Determination.

(a) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been offered in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder or to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(d) Each person signing the bid certifies that:

(1) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 5(a) through (c) above; or

(2)(i) He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 5(a) through (c) above, and as their agent does hereby so certify; and

(ii) He/she has not participated, and will not participate, in any action contrary to 5 (a) through (c) above.

SECTION 4.- SCHEDULE OF PRICES

SUBMISSION OF OFFERS AND EVALUATION: The bid shall be based upon supplying paper that meets or exceeds the minimum percentage of waste paper in accordance with "Government Paper Specification Standards No. 11" dated February 1999. By submission of an offer, bidders are certifying that the paper to be supplied contains at least the minimum percentage specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

Bids offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination for all other shipments.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Bids for each "Format" shall be for any trim size up to the maximum trim size listed for each of the "Formats", as outlined in Section 2.- Specifications.

Fractional parts of 1,000 will be prorated at the per 1,000 rate.

(Initials)

RETURN THIS PAGE IN TRIPLICATE

SCHEDULE OF PRICES

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations necessary for the complete production, except for Item II, and distribution of the product listed in accordance with these specifications.

| | <u>Makeready and/or Setup</u> (1) | <u>Running Per 1,000 Copies</u> (2) |
|---|--|--|
| (a) Per page (single color).....per page...\$ | _____ | \$_____ |
| (b) Per page (additional color).....per color...per page...\$ | _____ | \$_____ |

II. FILMS: No charges will be allowed for films furnished by the Government. One basic charge will be allowed for each color on each printed of the product. Prices must include the cost of all required proofs.

- (a) Page size.....each...\$_____
- (b) Line illustration.....each...\$_____
- (c) Halftone.....each...\$_____
- (d) Combination line and halftone.....each...\$_____
- (e) Strip-ins (including film).....each...\$_____

NOTICE: Bidders should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material.....
 - a. Number of hours from acceptance of print order to pickup of Government
Furnished Material.....
 - b. Number of hours from pickup of Government Furnished Material to delivery
at contractor's plant.....
2. Proposed carrier(s) for delivery of completed product.....
 - a. Number of hours from notification to carrier to pickup of completed product.....
 - b. Number of hours from pickup of completed product to delivery at destination.....

(Initials)

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SCHEDULE OF PRICES

INSTRUCTIONS FOR BID SUBMISSION: Fill out all pages in "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided and submit with the GPO Form 910, "Bid" form.

Note: Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder_____

(City - State)

By_____

(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

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